



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2

290 BROADWAY

NEW YORK, NEW YORK 10007-1866

July 9, 2009

BY TELECOPY

Robert S. Sanoff, Esq.
Foley, Hoag & Eliot, LLP
155 Seaport Boulevard
Boston, MA 02210

Re: Cornell-Dubilier Electronics, Inc. - Confidential Business Information

Dear Mr. Sanoff:

This will follow up on our recent telephone conference concerning submission of financial information by Cornell-Dubilier Electronics, Inc. ("CDE").

On September 28, 2006 and December 2, 2008, CDE provided certain financial information in response to requests by the United States Environmental Protection Agency ("EPA") under Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") of 1980, as amended, 42 U.S.C. § 9604(e). CDE has claimed that this information is confidential business information ("CBI") under Title 40 of the Code of Federal Regulations ("CFR") Part 2.

By letter dated June 4, 2009, EPA requested additional information for purposes of determining CDE's ability to pay for cleanup activities at the CDE Superfund Site, in the context of settlement negotiations between EPA and CDE. You asked whether CDE can submit the additional information with a claim of confidentiality, in the same manner as the information submitted earlier. The answer is yes: pursuant to EPA regulations, the additional information submitted by CDE will be considered to have been submitted pursuant to Section 104(e) of CERCLA, since it was requested for a purpose contemplated by CERCLA Section 104(e)(2)(C), 42 U.S.C. § 9604(e)(2)(C).

When CDE submits the requested information, CDE should follow the steps set out in the EPA's information request letters. A copy of the instructions for asserting a claim of confidentiality is enclosed herein as Exhibit A.

As a related matter, this will notify you that EPA intends to disclose to JShefftz Consulting, a subcontractor to EPA's financial analyst Industrial Economics ("IEc"), the financial information

that CDE is submitting to EPA. Under 40 C.F.R. § 2.310(h)(2), EPA may disclose CERCLA CBI to a contractor if EPA determines in writing that such disclosure is necessary to the contractor's performance of the work required by the contract. EPA has made the necessary determination with respect to the financial information provided by CDE, and the additional information that EPA has requested.

JShefftz Consulting, located at 14 Moody Field Road, Amherst, Massachusetts, provides services to EPA as a subcontractor to IEC under Contract No. EP-W-06-092. The work with which JShefftz Consulting has been tasked requires it to review all relevant financial information to assist EPA in determining the amount that CDE is able to pay towards resolving its liability for response costs at the CDE Superfund Site. EPA confirms that JShefftz Consulting, as EPA's authorized representative, will not disclose the information to anyone outside of EPA or the U.S. Department of Justice without first obtaining EPA's permission.

Also, in order for CERCLA CBI to be disclosed to a contractor, EPA's regulations at § 2.310(h)(2) require that the contract provide that the contractor's employees:

- Shall use the information only for the purposes of carrying out the work required by the contractor or subcontract;
- Shall refrain from disclosing the information to anyone other than EPA without the prior written approval of each affected business or of a EPA legal office;
- Shall return to EPA all copies of the information (and any abstracts or extracts therefrom) upon request by the EPA program office, whenever the information is no longer required by the contractor or subcontractor for the performance of the work or upon completion of the contract or subcontract;
- Shall obtain a written agreement to honor such terms of the contract or subcontract from each of the contractor's or subcontractor's employees who will have access to the information, before such employee is allowed such access.

EPA's contract with IEC contains the "Treatment of Confidential Business Information" (EPAAR 1552.235-71) clause, applicable to all IEC subcontractors, addressing the foregoing CBI provisions. IEC and JShefftz Consulting have confirmed that they will have obtained a written agreement to honor such terms of the contract from each of their employees who will have access to the information before such employee is allowed such access. IEC and JShefftz Consulting have acknowledged and agreed that the contract provisions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both the United States government and any affected business having a proprietary interest in the information.

Robert Sanoff, Esq.

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If you have any comments on the proposed disclosure to JShefftz Consulting please provide them to me within ten business days of receipt of this letter.

Please do not hesitate to call me at 212-637-3136 with any questions.

Sincerely,

A handwritten signature in black ink, reading "Sarah P. Flanagan". The signature is written in a cursive, flowing style.

Sarah Flanagan
Assistant Regional Counsel

cc: Peter Kautsky, Esq.

EXHIBIT A

Procedures for Asserting that Information is Confidential.

You may assert a confidentiality claim covering part or all of the information requested, pursuant to Section 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. §9604(e)(7)(E) and (F), Section 3007(b) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6927(b), and 40 C.F.R. Section 2.203(b).

If you make a claim of confidentiality for any of the information you submit to EPA, you must prove that claim. For each document or response you claim to be confidential, you must separately address the following points:

- a. the portions of the information which are alleged to be entitled to confidential treatment;
- b. the period of time for which confidential treatment is desired (e.g., until a certain date, until the occurrence of a specific event, or permanently);
- c. measures taken by you to guard against the undesired disclosure of the information to others;
- d. the extent to which the information has been disclosed to others, and the precautions taken in connection therewith;
- e. pertinent confidentiality determinations, if any, by EPA or other federal agencies, and a copy of any such determinations or reference to them, if available; and
- f. whether you assert that disclosure of the information would likely result in substantial harmful effects on your business' competitive position, and if so, what those harmful effects would be, why they should be viewed as substantial, and an explanation of the causal relationship between disclosure and such harmful effects.

To make a confidentiality claim, please stamp, or type, "confidential" on all confidential responses and any related confidential documents. Confidential portions of otherwise non-confidential documents should be clearly identified. Please submit your response so that all non-confidential information, including any redacted versions of documents, are in one envelope and all materials for which you desire confidential treatment are in another envelope.

All confidentiality claims are subject to EPA verification. It is important that you satisfactorily show that you have taken reasonable measures to protect the confidentiality of the information and that you intend to continue to do so, and that it is not and has not been obtainable by legitimate means without your consent. Information covered by such claims will be disclosed by EPA only to the extent permitted by Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is received by EPA, then it may be made available to the public by EPA without further notice to you.